

#### AGENDA – Monday, October 17, 2016 7:00 p.m. City Council Meeting Long Beach City Hall

115 Bolstad Avenue West

#### 7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; AND ROLL CALL

Call to order

Mayor Phillips, Council Member Linhart, Council Member Caldwell,

And roll call

Council Member Murry, Council Member Hanson and Council Member Kemmer.

#### **PUBLIC COMMENT**

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Preference will be given to those who must travel. Please limit your comments to three minutes. The City Council does not take any action or make any decisions during public comment. To request Council action during the Business portion of a Council meeting, contact the City Administrator at least one week in advance of a meeting.

#### **CONSENT AGENDA – TAB A**

All matters, which are listed within the consent section of the agenda, have been distributed to each member of the Long Beach City Council for reading and study. Items listed are considered routine by the Council and will be enacted with one motion unless a Council Member specifically requests it to be removed from the Consent Agenda to be considered separately. Staff recommends approval of the following items:

- Minutes, October 3, 2016 City Council Meeting
- Payment Approval List for Warrant Registers 56623-56659 & 80571-80643 for \$283,201.79

#### **BUSINESS**

- AB 16-53 Annual Contract with Pacific County EDC TAB B
- AB 16-54 Interlocal Agreement with Pacific County for Court Services TAB C
- AB 16-55 Annual Contract with LBPVB TAB D

#### DEPARTMENT HEAD ORAL REPORTS

#### CORRESPONDENCE AND WRITTEN REPORTS – TAB E

- Long Beach Police Department September 2016 Report
- Summary of Cache Dash Splash geocaching event September 16-18, 2016
- Long Beach Peninsula Visitors Bureau marketing report September 2016
- Letter of thanks Blaine Walker 42<sup>nd</sup> St Café

#### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop. November 7, 2016, November 21, 2016, December 5, 2016

#### **ADJOURNMENT**

American with Disabilities Act Notice: The City Council Meeting room is accessible to persons with disabilities. If you need assistance, contact the City Clerk at (360) 642-4421 or advise City Administrator at the meeting.

# TAB - A

#### LONG BEACH CITY COUNCIL MEETING

#### October 3, 2016

#### 7:00 p.m. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Phillips called the meeting to order and asked for the Pledge of Allegiance and roll call.

#### **ROLL CALL**

David Glasson, City Administrator, called roll with C. Linhart, C. Murry, C. Caldwell, C. Hanson, and C. Kemmer all present.

#### PUBLIC COMMENT

No public comment.

#### **CONSENT AGENDA**

Minutes, September 19, 2016 City Council Meeting
Payment Approval List for Warrant Registers 56594-56622 & 80493-80570 for \$228,517.68

C. Linhart made the motion to approve the Consent Agenda. C. Hanson seconded the motion. 5 Ayes, 0 Nays, motion passed.

#### **BUSINESS**

#### AB 16-50 Ordinance 930- Nonconforming Signs

Ariel Smith, Community Development Director, presented the Agenda Bill. The city council held a workshop on this topic on September 19, 2016 and at that time the council decided to move forward with an extension of the sunset date for nonconforming signs set forth in 2006. This ordinance reflects those recommended changes and extends the date to December 31, 2017. C. Linhart made the motion to Adopt Ordinance 930. C. Hanson seconded the motion. 5 Ayes, 0 Nays, motion passed.

#### AB 16-51 Ordinance 931- Amendment Marijuana Regulations

Ariel Smith, Community Development Director, presented the Agenda Bill. The city council held a workshop on this topic on September 19, 2016 and at that time the council decided to move forward with an alteration to the buffer requirements within city limits. The ordinance conforms with the state regulations and buffer recommendations, keeping both schools and playgrounds at 1000 ft. and lowering the buffers to 100 ft. in other regulated areas. C. Hanson made the motion to Adopt Ordinance 931; C. Linhart seconded the motion. 4 Ayes, 1 Nay (C. Murry), motion passed.

#### AB 16-52 Request from Ocean Beach Hospital for trolley use

Ragan Myers, Event Coordinator, presented the Agenda Bill. The Ocean Beach Hospital is having an Oncology Fundraiser Run/Walk and would like the City of Long Beach to sponsor the trolley to transport participants back to their vehicles at the Ocean Beach Hospital. C. Hanson made the motion to Collect Private Donations to cover the calculated cost of \$245.00 plus \$2.00 per mile depending on miles driven. C. Murry seconded the motion. 4 Ayes, 1 Abstain (C. Linhart), motion passed.

#### DEPARTMENT HEAD ORAL REPORTS

#### CORRESPONDENCE AND WRITTEN REPORTS

- Washington State Auditor's Office- Entrance Conference materials
- Letter of Support from Jaime Herrera Beutler- Project Safe Haven
- Sales and Lodging Tax Reports
- Events Coordinator Staff Reports from July and August
- Budget Calendar

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The Mayor adjourned the meeting at 7:12 p.m.

	Mayor	
ATTEST:		
City Clerk		



# Warrant Register

Check Periods: 2016 - October - First

I, THE UNDERSIGNED DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF LONG BEACH, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Council Member Council Member Council Member Clerk/Treasurer

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# TAB - B



### CITY COUNCIL AGENDA BILL

**AB 15-53** 

Meeting Date: October 17, 2016

AGENDA ITEM INFORMATION			
<b>SUBJECT:</b> Pacific County		Originator:	
Economic Development	Mayor		
	City Council		
Council Agreement for	City Administrator	DG	
Technical Services	City Attorney		
	City Clerk		
	City Engineer		
	Community Development Director		
	Finance Director		
	Fire Chief		
	Police Chief		
	Streets/Parks/Drainage Supervisor		
<b>COST</b> : \$2,000.00	Water/Wastewater Supervisor		
Ψ2,000.00	Other:		

**SUMMARY STATEMENT:** This is the annual contract the city has with the EDC for technical services. The EDC would like to have the Council approve this agreement and have the Mayor sign. There is one significant difference in this proposed agreement, the dues have been raised from \$1,000 annually (2016) to \$2,000 annually (2017). This increase is mainly due to financial hardships that the EDC has encountered over the last couple years. The agreement is attached.

RECOMMENDED ACTION: Authorize the Mayor to sign the agreement.

#### 2017 CONTRACT FOR TECHNICAL SERVICES

#### Between

#### City of Long Beach

#### and the

#### **Pacific County Economic Development Council**

THIS AGREEMENT is entered into this	day of	, 2016, the City of Long
Beach, hereinafter referred to as the "City",	and the Pacific	County Economic Development
Council, hereinafter referred to as the "EDC	<b>)</b> ".	

#### **WITNESSETH:**

WHEREAS, the EDC is actively pursuing and facilitating the location and expansion of business and industry in Pacific County through the development of a marketing strategy aimed at attracting new business and industry, the implementation of business assistance programs, the promotion of tourism and retirement living, and the establishment of liaison with local, county and state governments as well as the private business sector to coordinate and promote economic growth and development while preserving the quality of life in Pacific County; and

WHEREAS, the City is undertaking certain activities necessary to promote economic growth and development; and

WHEREAS, the City desires to engage the EDC to render certain technical advice and assistance in connection with such undertakings by the City;

NOW, THEREFORE, the parties do mutually agree as follows:

- 1. Scope of Service. The EDC will: (a) receive from the City inquiries from businesses and industries indicating an interest in locating in the vicinity of the City and responding to such inquiries with information and materials including, but not limited to, wage rates, employment figures, personal income statistics, site availability and such other data as may be requested; (b) furnish current research data to assist the City in the area of economic growth and development. Such data shall include, but shall not be limited to, surveys of industrial growth within Pacific County, employment, population and general statistical information and other information of similar nature; (c) provide, free of additional charge, published materials prepared by the EDC to such persons as the City may direct plus other reports and studies as the EDC may prepare. Such materials may include, but are not limited to, wage rates, employment figures, personal income statistics and other special reports; and (d) serve as a general research reference service and assist in preparing replies to inquiries about facilities and resources required by new industries which may consider the City's services area for location or expansion.
- 2. <u>Time of Performance.</u> The services of the EDC are to commence on the first day of January, 2017, and terminate on the thirty-first of December, 2017. The duration of the contract may be extended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of the contract, or terminated by 30 days notice to the other party.
- 3. Compensation and Method of Payment. The City shall reimburse the EDC for the services as follows:
- (a) The total contract price for the period specified in paragraph 2 shall be \$2,000.00.

- (b) Payment shall be due thirty days after receipt of Service Contract, signed by both parties.
- (c) The EDC shall submit such properly executed vouchers, invoices, or expenditure reports to the City as are requested.
- 4. <u>Changes.</u> Either party may request changes in scope of services, performing or reporting standards or compensation amount or method. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
- 5. <u>Notices.</u> Written notices to each party shall be sent to the following addresses: Pacific County Economic Development Council, 600 Washington Ave., Raymond, WA 98577 and the City of Long Beach, P.O. Box 310, Long Beach, WA 98631.
- 6. <u>Nondiscrimination.</u> The EDC certifies that it is an equal opportunity employer and that it does not discriminate in its hiring or employment practices or in the provision of any of its services on the basis of membership in any group protected by state of federal law.
- 7. <u>Liability.</u> The EDC shall hold the City and its officers, agents and employees acting in their official capacity or course of employment, harmless from all suits, claims or liabilities of any nature, for and on account of injuries or damages sustained by any person or property resulting in whole or part from activities or omissions of the EDC, its agents or employees pursuant to this agreement.
- 8. <u>Subcontracting.</u> The contract is personal to each of the parties thereto and neither party may assign or delegate any of its rights or obligations hereunder except as set forth in this contract.
- 9. <u>Integrated Document.</u> This contract embodies the contract, terms and conditions between the City and the Pacific County EDC. No verbal agreements or conversations any representatives of either party shall modify or affect the terms and obligations of this contract.

IN WITNESS WHEREOF, the parties here have caused this contract to be executed the date and year first written above.

CITY OF LONG BEACH	PACIFIC COUNTY ECONOMIC DEVELOPMENT COUNCIL
By: Mayor	By: President
	By:
	Secretary

# TAB - C



### CITY COUNCIL AGENDA BILL

**AB 16-54** 

Meeting Date: October 17, 2016

AGENDA ITEM INFORMATION			
SUBJECT: Amendment		Originator:	
	Mayor		
to the city / Pacific	City Council		
County municipal court	City Administrator	DG	
agreement.	City Attorney		
agroomen.	City Clerk		
	City Engineer		
	Community Development Director		
	Fire Chief		
	Police Chief		
	Streets/Parks/Drainage Supervisor		
<b>COST</b> : \$14,280 for 2017	Water/Wastewater Supervisor		
<b>3337</b> . ψ14,230 101 2017	Other: Tourism & Events Coordinator		

**SUMMARY STATEMENT:** The city has been contracting with Pacific County south district court for court services since 2013. The agreement is working well for the city. Pacific County is looking to amend the contract to increase the cost for 2017 by 2% and an additional 2% for each subsequent year. Attached is the original agreement and the proposed amendment. The increase is \$280 for 2017 and will cost the city less than \$1,500 over 5 years.

**RECOMMENDED ACTION:** Staff recommends the approval of the amendment.

### INTERLOCAL AGREEMENT BETWEEN PACIFIC COUNTY AND THE CITY OF LONG BEACH FOR MUNICIPAL COURT SERVICES AND FACILITIES

#### AMENDMENT #1

WHEREAS, the Interlocal Agreement between Pacific County and the City of Long Beach, entered into January 1st, 2013, allows for amendments to the Agreement; AND

WHEREAS, there is a need to amend sections of the Agreement to reflect an adjustment in compensation and the duration of the Agreement;

**NOW, THEREFORE**, Section 6, "Compensation and Other Costs", and Section 8.2, "Annual Adjustment", and Section 23, "Duration" are hereby amended as follows:

#### 6. Compensation and Other Costs

Replace entire section with:

Effective January 1, 2017, the City of Long Beach shall compensate Pacific County \$14,280 for providing services as specified in Section 4 of this Agreement. The City of Long Beach shall additionally pay Pacific County all other costs specified as the responsibility of Long Beach in Section 5 hereof.

#### 8.2 Annual Adjustment

Replace entire section with:

Commencing January 1, 2018, and annually thereafter during the term of this Agreement and any extensions thereof, compensation for services provided under this Interlocal Agreement will be increased annually by 2 percent.

#### 23. Duration

Replace entire section with:

This Agreement will automatically be renewed annually upon the same terms and conditions set forth in the initial Agreement, and any amendments, unless terminated per Section 24, Termination.

All other terms and conditions within the Agreement shall remain the same.

day of	es hereto have caused this Agreement to be executed this 2016.
City of Long Beach	BOARD OF COUNTY COMMISSIONER PACIFIC COUNTY, WASHINGTON
	Frank Wolfe, Chair
	Steve Rogers, Member
	Lisa Ayers, Member
ATTEST:	

#### INTERLOCAL AGREEMENT BETWEEN PACIFIC COUNTY AND THE CITY OF LONG BEACH FOR MUNICIPAL COURT SERVICES AND FACILITIES

#### RECITALS

- A. The County of Pacific (hereafter "Pacific County") is a municipal corporation organized under the laws of the State of Washington.
- B. The City of Long Beach (hereafter "Long Beach") is a municipal corporation organized under the laws of the State of Washington.
- C. Each of the parties to this Agreement is authorized under Washington law to create and operate a municipal court pursuant to chapter 3.50 RCW or a municipal court department pursuant to RCW 3.50.
- D. The Interlocal Cooperation Act, chapter 39.34 RCW, authorizes municipal corporations to contract with one another to perform any act that each is independently authorized to perform.
- E. RCW 3.62.070, 39.34.180 and 3.50.805 each directly or by implication authorize municipal corporations to enter into Iinterlocal agreements for municipal court services.
- F. Long Beach has previously created and currently operates a municipal court pursuant to chapter 3.50 RCW.
- G. Long Beach has determined that a contract with Pacific County for the provision of certain municipal court services under the Interlocal Cooperation Act would be more efficient and cost effective than providing its own facilities and hiring employees.
- I. Pacific County is willing to provide these municipal court services to Long Beach on the terms and conditions set forth in this Agreement.
- J. The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits to be derived by each, and in the exercise of authority granted by the Interlocal Cooperation Act, chapter 39.34 RCW.

#### **AGREEMENT**

- 1. Purpose of Agreement. The purpose of this Agreement is to provide for the provision of certain municipal court services by Pacific County to Long Beach, through the use of the facilities and personnel of the Pacific County South District Court, to the maximum extent permitted by law, for the filing and processing of Long Beach's civil, traffic or other infractions and criminal citations; to set forth compensation to be paid by Long Beach for such services; and to specify the responsibilities of Pacific County and Long Beach respectively for such municipal court services.
- 2. Formation of Long Beach Municipal Court and Appointment of Judge. Long Beach has previously created a municipal court pursuant to RCW 3.50 and a copy of that ordinance is attached hereto. Furthermore Long Beach has previously appointed a municipal court judge, public defender and city prosecutor. The Long Beach Municipal Court shall have jurisdiction as provided in RCW 3.50.020. A case filed in Pacific County South District Court shall continue to be a Long Beach Municipal Court case, notwithstanding its filing in Pacific County South District Court.
- 3. Filing of Long Beach Municipal Court Cases. Commencing January 1, 2013, all Long Beach Municipal Court cases, which shall include all notices of infractions and criminal complaints or citations alleging violations of Long Beach's ordinances, shall be filed in the Pacific County South District Court for processing under this Agreement.
- 4. Municipal Court Services Provided by Pacific County. All personnel of the Pacific County South District Court shall be employees of Pacific County South District Court, which shall be responsible for all compensation, benefits, and taxes of any nature related to their employment. Pacific County South District Court shall provide municipal court facilities and administrative services only for the processing of Long Beach Municipal Court cases in the same manner and at the same level as Pacific County provides for the same type of cases originating in Pacific County South District Court, including but not limited to the following:
  - 4.1 Court Staff. Pacific County South District Court shall provide court staff necessary to process all criminal and civil citations filed by Long Beach. Pacific County shall provide a level of service the same as that provided for Pacific County cases and that which is necessary for the

efficient processing of all municipal cases. By way of illustration and not by limitation, this "processing" shall include the issuance of all summonses, warrants, maintenance of court cases, and processing of all fines and forfeitures including collection thereof for municipal cases. Processing shall also include filing, adjudication and penalty enforcement of all Long Beach cases filed, or to be filed, by Long Beach in Municipal Court, including, but not limited to, the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench and jury trials, sentencing, post-trial motions, the duties of municipal court regarding appeals and all local court services imposed by state statute, court rule, Long Beach ordinance, or other regulation as now existing or hereinafter amended. The court staff shall utilize the DISCIS/Judicial Information System as appropriate for all municipal cases. Long Beach shall be responsible for "discovery" as provided in court rules and statutes for all municipal cases.

- 4.2 Bailiff. Pacific County South District Court shall provide a court bailiff as determined by Pacific County South District Court staff.
- 4.3 Municipal Judge. Long Beach shall appoint a qualified judge or judge pro tem who shall preside over and hear Long Beach municipal cases. The Mayor of Long Beach shall appoint and the City Council shall confirm any subsequently appointed or reappointed judge as the judge of the Long Beach Municipal Court.
- 4.4 Supplies and forms. The Pacific County South District Court shall provide all forms and paperwork necessary for processing Long Beach Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, warrants and general office supplies.
- 4.5 Language Interpretation. Pacific County South District Court shall provide and pay for all language interpretation services for defendants.
- 4.6 Jury Fees. Pacific County South District Court shall pay for all jury fees for a maximum of ten (10) Long Beach Municipal Court cases. The City of Long Beach will be responsible for all jury fees for trials in excess of ten (10) per calendar year.

- 4.7 Collection for Nonpayment. Pacific County South District Court will, through the collection process or as otherwise provided by law attempt to collect all fines and fees past due for Long Beach cases as determined by the Pacific County South District Court staff.
- 4.8. Facility and Utility Costs. Pacific County South District Court shall provide and maintain all equipment such as copiers, computers, printers, and other equipment necessary for the processing of municipal cases. The Pacific County South District Court shall provide the use of the Pacific County South District Court courtroom, all office space necessary for the processing of municipal cases, and associated janitorial services, facility insurance, building repair and maintenance, and related expenses. Pacific County South District Court will be responsible for payment of all utility charges such as power, water, sewer, solid waste and telephone services for any portion of the facility or facilities utilized to process municipal cases.
- 4.9 Long Beach Municipal Court Calendar. A Long Beach Municipal Court calendar shall be scheduled at such times and dates as are compatible with the existing court calendars, the schedule of the judge and the schedule of the prosecutor. Matters heard on the regularly scheduled Long Beach municipal calendar shall be pre-trial hearings, motions, bench trials, review, revocation and sentencing hearings. Jury trials will be scheduled at such times as determined by the Court Administrator and Pacific County South District Court. Release hearings and arraignment hearings for Long Beach defendants may be held on other days consistent with the procedure for Pacific County South District Court arraignments and release hearings.
- 4.10 Quarterly Reporting. Pacific County South District Court will provide to Long Beach a quarterly caseload report. The caseload report will provide the following information: Filings by case type, dismissals, number and type of hearings, trial settings and type of trial set, number of cases disposed during report period, number of deferred prosecutions, appeals to superior court and total revenue.
- 5. Municipal Court Services. The following municipal court services shall be provided by Long Beach Municipal Court:
  - 5.1 Prosecution and Discovery. Long Beach shall be responsible for providing prosecution services for all Long Beach Municipal Court cases.

Long Beach shall provide discovery for its cases. The Long Beach prosecutor shall not be required to be present for arraignments, release hearings, contested infractions that are non-accident related or pro se, or infraction mitigation hearings. In addition, Long Beach shall be responsible for assuring Defendants held in custody are afforded all constitutional protections including first appearances and appointment of counsel.

- 5.2 **Public Defender**. Long Beach shall provide public defender services and cover all public defense costs for indigent defendants who are charged with violation of Long Beach's ordinance and entitled by law to legal counsel at public expense.
- 5.3 **Screening Services**. Long Beach shall provide screening services to determine whether a Long Beach defendant qualifies for public defense services. The Long Beach Municipal Court judge may appoint a public defender if it is determined that the defendant is indigent.
- 5.4 Filing of Citations. Criminal citations and infractions issued by Long Beach shall be delivered to the Pacific County South District Court clerk for filing in the Long Beach Municipal Court within five (5) business days after the violation or issuance of the citation. If a person is booked into a jail facility, Long Beach shall fax the citation and police report to the Pacific County South District Court clerk no later than 10:00 a.m. the next day.
- 5.5 Warrants. Whenever Long Beach executes a warrant, Long Beach shall contact the Pacific County South District Court and make a return on the warrant as soon as possible.
- 5.6 Jail Costs. Long Beach shall be responsible for incarceration arrangements for its defendants and the cost for such incarceration.
- 5.7 **Subpoenas**. Issuance of all subpoenas shall be the responsibility of the prosecutor or defense counsel. Pacific County South District Court shall issue subpoenas for infractions as timely requested by pro se defendants. The court will use the witnesses identified by the police on either the back of the Long Beach citation or the police report.
- 5.8 Witness Fees. Long Beach shall pay for all fees for witnesses requested by the Long Beach prosecutor.

- 5.9 **Appeals**. In the event that Long Beach appeals a case, Long Beach shall be charged the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings.
- 6. Compensation and Other Costs. Long Beach shall compensate Pacific County for providing all services as specified in Section 4 of this Agreement by payment of \$14,000.00 per year. Long Beach shall additionally pay Pacific County all other costs as specified as the responsibility of Long Beach in Section 5 hereof.
- 7. Payment of Compensation. Pacific County South District Court shall bill Long Beach monthly for amounts due under this Agreement. Long Beach shall pay the amount due within 45 days of receipt. However, if Long Beach has a good faith dispute with the amount of the invoice, Long Beach shall pay the non-disputed amount within the time frame set forth in this section.

#### 8. Additional Compensation.

- 8.1 Adjustment for Additional Duties. In the event that Pacific County's duties under this Agreement are enlarged or increased due to local, state, or federal mandates, or new requirements from Long Beach, Pacific County may request an increase in the compensation or a supplemental monthly fee to Long Beach to cover the costs to Long Beach for the change. Pacific County shall notify Long Beach of the effective date of the fee changes, which may be immediately. Either party may request mediation as to the amount of this fee change. Long Beach shall timely pay the new fees from their effective date even if mediation is requested.
- 8.2 Annual Adjustment. Commencing in 2014 and annually thereafter during the term of this Agreement and any extensions thereof, the parties shall meet on or before June 30 to review the cost of the services provided by Pacific County and the filing fees to be paid by Long Beach to fairly compensate Pacific County for such services. The parties shall use best efforts to determine whether an adjustment of compensation is warranted, and if so, the amount thereof.
- 9. **Disbursal of Local Court Revenues to Long Beach**. Pursuant to RCW 3.62.070 and RCW 39.34.180, Long Beach shall receive one hundred percent (100%) of Local Court Revenues from Long Beach Municipal Court cases, excluding probation revenues received at the municipal court and excluding

restitution or reimbursement to Long Beach or a crime victim, or other restitution as may be awarded by a judge. For purposes of this section, Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Long Beach Municipal Court cases after payment of any and all assessments required by state law thereon. Local Court Revenues include all revenues as defined herein received by the Pacific County South District Court for Long Beach Municipal Court cases as of opening of business January 1, 2013. Because Pacific County is only providing administrative support and facilities for Long Beach Municipal Court, RCW 3.62.020 does not apply.

- 10. Factors Considered. In entering into this Interlocal Agreement for municipal court services, Pacific County and Long Beach have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.
- 11. Monthly Reporting and Payment of Local Court Revenues. Pacific County South District Court shall provide Long Beach a monthly remittance report and a check or wire transfer for Local Court Revenues no later than 45 business days after the end of each calendar month. The City of Long Beach is solely responsible for all amounts due and owed to the State of Washington relating to Long Beach Municipal Court Cases filed at Pacific County South District Court on Long Beach Municipal Court cases, on a timely and accurate basis.
- 12. Long Beach Ordinances, Rules and Regulations. In executing this Agreement, Pacific County does not assume liability or responsibility for or in any way release Long Beach from any liability or responsibility which arises in whole or in part from the existence or effect of Long Beach ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Long Beach ordinance, rule, or regulation is at issue, Long Beach shall defend the same at its sole expense and if judgment is entered or damages are awarded against Long Beach, Pacific County, or both, Long Beach shall satisfy the same, including all chargeable costs, attorneys' fees and litigation expenses.
- 13. Indemnity. The parties shall each indemnify the other as follows:
  - 13.1 Pacific County Indemnity. Pacific County shall protect, indemnify and save harmless Long Beach, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments, or

awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Pacific County Court South District Court staff, its officers, employees and agents in performing this Agreement.

- 13.2 Long Beach Indemnity. Long Beach shall protect, defend, indemnify and save harmless Pacific County, its officers, employees and agents, volunteers and employees including the prosecuting attorney and public defender from any and all costs, claims, judgments or awards of damages, (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of Long Beach, its officers, employees or agents attorney in performing this Agreement.
- 13.3 Survival of Indemnities. The provisions of this section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.
- 14. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Long Beach and/or Pacific County to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and such party shall move to intervene. Each party shall bear any costs and expenses taxed by the court against it separately, provided, any costs and expenses assessed by a court against both parties jointly shall be shared equally.
- 15. **Financing**. There shall be no financing of any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.
- 16. Property. This Agreement does not provide for the acquisition, holding or disposal of real or personal property.
- 17. Joint Administrative Board. No separate legal or administrative entity is created by this Agreement. To the extent necessary, this Agreement shall be administered by the City Administrator for Long Beach or his designee, and the Pacific County South District Court Judge and Long Beach Municipal Court Judge as a Joint Administrative Board.

- 18. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Long Beach a Pacific County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Long Beach employees by virtue of their employment. Nothing in this Agreement shall make any employee of Pacific County a Long Beach employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Long Beach employees by virtue of their employment. At all times pertinent hereto, Pacific County employees are acting as Pacific County employees.
- 19. **Notices.** Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Pacific County:

Pacific County South District Court

7013 Sandridge Road Long Beach, WA. 98631

To Long Beach:

Long Beach Municipal Court

PO Box 310

Long Beach, WA. 98631

- 20. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect.
- 21. Assignability. The rights, duties, and obligations of either party to this Agreement shall not be assignable.

- 22. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.
- 23. **Duration**. The initial term of this Agreement shall commence upon January 1, 2013 and shall expire on December 31, 2013, unless terminated earlier pursuant to section 24 (Termination). This Agreement shall automatically be renewed and extended for an additional two (2) year period upon the same terms and conditions set forth herein, or as amended, unless terminated accordance with section 24, subject only to mutual agreement as to filing fees.
- 24. **Termination of Agreement**. Either party may give notice of termination for any reason. Either party shall provide written notice of its intent to terminate this Agreement without cause not less than six (6) months prior to expiration of this Agreement. Termination will be effective on the last working day of the six month period. In the event of termination of this Agreement, the Long Beach Municipal Court shall move to the new venue within 90 days of the termination date. If appropriate, this transition may involve compensation, on a case-by case basis, for cases left "open" after termination of this agreement and after transition to the new venue.
- 25. **Recording**. Consistent with RCW 39.34.040, this Agreement shall be filed with the Pacific County Auditor upon full execution.
- 26. General Provisions. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of the Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way effect or invalidate any other provision. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below indicated, to become effective as provided herein.

City of Long Beach

1/7/13

Date

Board of County Commissioners Pacific County, Washington

Lisa Ayers, Chair

Frank Wolfe, Commissioner

Steve Rogers, Commissioner

APPROVED AS TO FORM

David I Durka

Date 1

ATTEST:

Clerk of the Board

Dațe

## TAB - D



#### CITY COUNCIL AGENDA BILL AB 16-55

**Meeting Date:** 

October 17, 2016

AGENDA ITEM INFORMATION			
SUBJECT: Agreement		Originator:	
with Long Beach	Mayor		
	City Council		
Peninsula Visitor's	City Administrator	DG	
Bureau	City Attorney		
	City Clerk		
	City Engineer		
	Community Development Director		
	Fire Chief		
	Police Chief		
	Streets/Parks/Drainage Supervisor		
COST:	Water/Wastewater Supervisor		
0001.	Other: Tourism & Events Coordinator		

**SUMMARY STATEMENT:** The city has been contracting with the Visitor's Bureau to promote Long Beach and the Peninsula for 30+ years. Every year the City and Visitor's Bureau come to agreement on how much the city will pay for services. During 2016 the council met at a workshop and discussed a new funding formula based on a set percentage of the total collections of lodging taxes the prior year. Both parties tentatively agreed to 36%.

### **RECOMMENDED ACTION:** Staff recommends the approval of the amendment.

	B + C X	2016 Est	2015 Actual	2014 Actual	2013 Actual
Total		\$ 630,000	\$ 629,210	\$ 566,487	\$ 514,270
	30%	\$ 189,000	\$ 188,763	\$ 169,946	\$ 154,281
	31%	\$ 195,300	\$ 195,055	\$ 175,611	\$ 159,424
	32%	\$ 201,600	\$ 201,347	\$ 181,276	\$ 164,566
	33%	\$ 207,900	\$ 207,639	\$ 186,941	\$ 169,709
	34%	\$ 214,200	\$ 213,931	\$ 192,606	\$ 174,852
	35%	\$ 220,500	\$ 220,223	\$ 198,270	\$ 179,995
	36%	\$ 226,800	\$ 226,515	\$ 203,935	\$ 185,137
VB Con	tract	\$ 190,400	\$ 190,400	\$ 175,000	\$ 149,300

#### RENEWAL AGREEMENT FOR THE PROMOTION OF TOURISM

THIS RENEWAL AGREEMENT is entered into between the CITY OF LONG BEACH, a municipal corporation, hereinafter referred to as the "City", and the LONG BEACH PENINSULA VISITOR'S BUREAU, a Washington non-profit corporation, hereinafter referred to as the "Bureau."

IN CONSIDERATION of the mutual covenants as set forth herein, the parties agree as follows:

- I. The Bureau agrees to perform promotional services for the City including, but not limited to, advertising, publicizing and otherwise distributing information for the purpose of attracting visitors and encouraging tourist expansion to and within the City. In providing such services the Bureau shall:
  - 1. Develop and implement a marketing and promotional plan that advertises and promotes the City for the purpose of attracting visitors. Appropriate activities would include the publication and distribution of a visitor guide, brochures, participation in travel shows, conducting advertising campaigns and other activities designed to promote the attractions of this area in targeted markets.
  - 2. Manage and execute a comprehensive website and internet marketing campaign designed to educate travelers, assist local tourism businesses in staff recruitment & relocation efforts, and complement City economic development strategies.
  - 3. Provide City staff with accurate and detailed information on tourism statistics including but not limited to economic impact figures, and group histories to support the City's efforts to recruit businesses within the hospitality industry.
  - 4. Act as a membership organization and liaison to small businesses located in the City of that are dependent on tourism spending for financial success.
  - 5. Operate a visitor information center on the Long Beach Peninsula, providing literature and information to visitors to the Peninsula and the City and encouraging visitors to stay in the area. The visitor information center includes a toll free (800#) call center, to encourage visitor inquiries nationwide.
  - 6. Include advertising material in promotional packets and other releases promoting regular Long Beach Peninsula activities and events.
  - 7. Reserve a seat on the Bureau's Board of Directors for representation by the City Administrator or City Council Member.
  - 8. Specific activities to be undertaken by the Bureau each year reflecting actions to be taken in the above-noted categories of service shall be detailed in an annual work

plan. The work plan will be presented to the City for approval in February of each year.

II. For the services herein contemplated and more fully described in the annual work plan, the City agrees to pay the Bureau thirty-four percent (34%) of the previous year's actual annual hotel/motel tax receipts of the City. The Bureau shall invoice the City for such services on a monthly basis on the 1<sup>st</sup> of each month for the services provided the month prior.

On or before August 15 each year, the Bureau shall deliver a mid-year review and provide a written status report detailing the services provided and the activities and accomplishments of the Bureau. A formal presentation to the City Council will be made if requested.

- III. Pursuant to the governing statute, (Ch. 67.28 RCW), restrictions have been placed on the use of hotel/motel tax funds as set forth in relevant part as follows:
  - "... used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities."

Funding is conditioned upon the Bureau entering into this Agreement setting forth the purposes for which the funds will be used, providing a procedure for a project-end accounting and insuring compliance with the statute.

To this end, the parties agree as follows:

- 1. The Bureau agrees to expend such funds to promote tourism in compliance with Ch. 67.28 RCW.
- 2. At the conclusion of the calendar year, the Bureau shall provide a complete accounting of the expended funds and the purposes therefore.
- 3. In the event the accounting indicates that funds were used for purposes not permitted by law, the Bureau shall, within 30 days of notification by City to the Bureau of such improper expenditures, remit the disallowed amount back to the City.
- 4. Failing of the Bureau to either provide the accounting or remit disallowed funds as required herein shall constitute a breach of this Agreement. The remedies available to the City shall include but not be limited to, return of all funds delivered to the Bureau and denial of the right of the Bureau to apply for any future funding.
- 5. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to

resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo. The substantially prevailing party shall be entitled to its reasonable attorney fees and costs as additional award and judgment against the other.

IV. This Agreement shall be effective on January 1, 2017, and shall expire on December 31, 2020; provided, however, the City may terminate the Agreement with at least one (l) year written notice delivered to the Bureau. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this Day of , 2016. CITY OF LONG BEACH Mayor APPROVED AS TO FORM: ATTEST: City Clerk City Attorney LONG **PENINSULA** BEACH VISITORS' BUREAU, Washington non-profit corporation

Andi Day, CEO

# TAB - E

### Long Beach Police

P.O. Box 795 Long Beach, WA 98631 lbpdchief@centurytel.net

Phone 360-642-2911 Fax 360-642-5273

10-01-16 Page 1 of 2

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for September 2016

During the month of September the Long Beach Police Department handled the following cases and calls:

Long Beach	Ilwaco					
863 Total Incidents	507 Total Incidents					
Aid Call Assists: 5	Aid Call Assists: 3					
Alarms: 7	Alarms: 5					
Animal Complaints: 3	Animal Complaints: 3					
Assaults: 8	Assaults: 9					
Assists: 126	Assists: 57					
(Includes 10 Law Enforcement Agency Assists Outside City Boundaries)						
Burglaries: 4	Burglaries: 2					
Disturbance: 19	Disturbance: 16					
Drug Inv.: 5	Drug Inv.: 4					
Fire Call Assists: 2	Fire Call Assists: 1					
Follow Up: 152	Follow Up: 90					
Found/Lost Property: 30	Found/Lost Property: 1					
Harassment: 11	Harassment: 3					
Malicious Mischief: 2	Malicious Mischief: 1					
MIP – Alcohol: 0	MIP – Alcohol: 0					
MIP – Tobacco: 0	MIP – Tobacco: 0					
Missing Persons: 0	Missing Persons: 1					
Prowler: 5	Prowler: 0					
Runaway: 0	Runaway: 0					
Security Checks: 188	Security Checks: 236					
Suspicious: 16	Suspicious: 14					
Thefts: 13	Thefts: 2					
Traffic Accidents: 6	Traffic Accidents: 3					
Traffic Complaints: 32	Traffic Complaints: 3					
Traffic Tickets: 42	Traffic Tickets: 13					
Traffic Warnings: 149	Traffic Warnings: 31					
Trespass: 11	Trespass: 3					
Warrant Contacts: 16	Warrant Contacts: 1					
Welfare Checks: 11	Welfare Checks: 5					

#### **Monthly Report Continued:**

#### Page 2 of 2

Labor Day Weekend, September 2<sup>nd</sup> – 5<sup>th</sup>, was quiet. The crowds were well behaved.

Rod Run weekend, September 9<sup>th</sup>-11<sup>th</sup>, went very well. The crowds were large and well behaved. As usual I brought in 24 extra officers for the weekend. Only 5 citations were issued for negligent driving and we had only one assault over the whole weekend.

On the 17<sup>th</sup> the department assisted with the Triathlon in Ilwaco. We provided traffic control at two intersections for the bike race.

Officer Jeff Cutting attended training on September 20<sup>th</sup> and 21<sup>st</sup>. The class title was "Blue Courage". The class is a leadership development workshop designed to address cynicism, develop mental toughness, instill a sense of commitment to the purpose of policing, develop integrity, develop open-mindedness and develop a moral compass and the courage to do the right thing.

On the 24th the department had first aid training.

On September 28<sup>th</sup> I, along with two other WellSpring Community Network members, gave a radio interview to KMUN. We talked about the 10 year anniversary of WellSpring and the many accomplishments of that group.

Officer Casey Meling gave a safety presentation to teachers and staff from Ocean Beach School District on the 28<sup>th</sup>. The presentation dealt with what to do during an active shooter situation.

On the 29<sup>th</sup> I gave a safety presentation to area realtors. I gave some safety tips when showing homes.

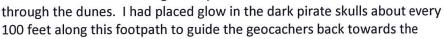
Flint R. Wright
Chief of Police

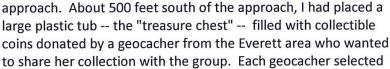
Here's a quick summary of the Cache Dash Splash geocaching weekend, September 16-18, 2016. The online logs are still coming in for people who attended but haven't recorded their online comments yet, but this should give you a summary of the weekend highlights for your report.

Friday evening, September 16, I held a Meet and Greet at Chicos, and we completely packed the restaurant with hungry geocachers who were ready to relax after their long drives. After dinner, a large group, most of those at the dinner, ventured out for a night hike through the dunes that I had set up for a night geocache. Starting at



the Seaview approach, everyone hiked along the paved path south to the Red Lake trailhead (30th Street) and then turned back north following a footpath







one that had meaning to them. From there, most folks went on to their accommodations for the night.



Saturday morning, September 17 was an early check-in at Veteran's Field for people to pick up their registration materials, name badges, and pre-ordered State Park Discovery Passes. We really appreciated having the dry, well-lit stage to use as it was pouring rain at that point! Not to be dissuaded, everyone headed out with raingear to start the day finding 40 new geocaches that I had placed between Knappton and Leadbetter Point with this year's theme of

"Unlocking the Treasures of the Long

Beach Peninsula". I had selected 8 locations of interest for each of five sub-themes -- Lewis and Clark's influence, Willapa Wildlife Refuge, Washington State Parks on the peninsula, Historical Tourism and Maritime History and Lore. Successfully finding all 40 of the geocaches placed for the event earned each participant or household one of the collectible coins produced for the event, which were funded by the Long Beach Merchant's Association, Port of Peninsula, and Ohana Media Group. 300 sets of these



beautiful coins were ordered. Approximately 175 were distributed during the event weekend, and the remainder are being held at the Visitor Information Bureau for geocachers who come out after the event weekend to earn one of these coins on their own schedule.

Dinner was served Saturday night in the conference facilities of the Chautauqua Lodge, our unofficial headquarters for the event, with catering provided by the Lightship Restaurant. Karl reported about 150

meals served buffet style. The remainder of the geocachers here for the weekend patronized other restaurants in the area before heading back to their hotels and campgrounds in the area for the night.



Sunday morning, September 18 started off with a buffet breakfast at the Lightship, which Karl opened early for our group. I believe about 100 breakfasts were served as people fueled up for either another day of geocaching or prepared to head home again. After breakfast, a scheduled work party cleanup that geocachers often hold as a way to give back to the communities they visit was held at Chinook Park. About 100 geocachers attended this CITO (Cache In, Trash Out) event before going on to the rest of the day's plans. A mountain of trash, discarded tires and other debris was collected and bagged up for disposal, leaving the park spotless.

The weekend of event activities was by all counts a smashing success. A few statistics:

- Pre-registered guests who attended the events: 260.
- Additional participants who showed up without pre-registering: estimated at about 100 125.
- Oldest geocachers who attended, an avid geocaching couple from Winthrop in their early 80's.
   The youngest this year was a three year old little boy who came with his parents from Kelowna, BC.

Participants who came the longest distances:

South: Arizona and southern California

North: Kelowna BC and northern Vancouver Island

East: Coeur d'Alene, Idaho

Approximately 30% of those attending were from locations in Washington requiring overnight stays (in most cases two nights, and many stayed as long as a week or extended their visits once they arrived and found out what a great area this is!)

Approximately 30% of those attending were from locations in Oregon which also required overnight accommodations.

Approximately 30% of those attending were from BC Canada, all requiring overnight accommodations.

Less than 10% of those attending were local (Long Beach Peninsula, Astoria, Seaside) who did not stay overnight.

Impact on local businesses during the weekend event:

- Chautauqua Lodge, parking lot was full all weekend (I haven't checked with Dave on the number of guests who stayed with him, but it was substantial).
- The Lightship, approximately \$3,500.00 in receipts for the two catered meals.

- Chicos Pizza, a packed house on Friday night.
- Other restaurants in town, from McDonalds and Scoopers to high-end establishments, unknown \$\$ but there were lots of hungry and thirsty geocachers patronizing virtually every place in the area!
- Other hotels in town had lots of geocaching guests. (My neighbors here in Long Beach had unexpected guests from out of town that weekend who had assumed they could just get a room once they arrived, but found every place they called was completely booked. They ended up having to stay in Astoria).
- State Park Discover Day Passes sold in conjunction with the event, well over \$250.00.
- Local campgrounds accommodated many geocachers who arrived with motorhomes, trailers and tents.
- Many local businesses saw a nice bump in sales for the weekend, such as gas stations, grocery and convenience stores, coffee stands, downtown souvenir shops, the arcade, etc. The Kite Museum hosted one of the geocaches in their parking lot, which offered great visibility to their facility and no doubt an increase in visitors during the weekend as well as afterwards. Brown's Coastal Corner Market also hosted a geocache, and set up a "geocacher special" promotion for those who came in for a meal or snacks.

The overall increase in visitors this year over last year for the event weekend more than doubled. Part of the increase, especially from longer-distance visitors, was due to the availability this year of an especially nice geocoin to be earned by those finding all 40 of the caches. Part of it was word of mouth from those who came last year and enjoyed themselves so much that they came back for a return visit.

I had carefully planned the quantity, locations and difficulty of the 40 geocaches to virtually guarantee that no one except a few of the elite geocachers attending during the event weekend would be able to find them all during a single day. This resulted in extended stays by many visitors during the weekend so they could return home with a completed coin set .

Virtually everyone who attended this year's event weekend has announced their intentions to return again next year for event weekend, scheduled for September 15-17, 2017. Next year's event theme will be "Rails and Trails", highlighting the area's network of trails as well as the early days of transportation on the peninsula, including the Clamshell Railroad. It's my hope that funding for next year's event will be sufficient to produce a one of a kind collectible keepsake for the event, a miniature replica of the Clamshell's locomotive and small interlocking pieces of track that can be earned by completion of sections of geocaches, much as this year's small magnetic tokens were earned by completing each subthemed group of caches. This multi-part collectible, with the locomotive and miniature sections of track will also encourage visitors to plan overnight or longer stays so they will return home with the full set including a tiny oval track, rather than missing one or more sections of the train track -- much as this year's coin with the five magnetic tokens was designed to do.

One of the great things about geocaching tours such as this is that it is not just a "one-shot" event. The geocaches remain in place on a more or less permanent basis, so participants can plan visits to the area on their own schedule and their own pace to find geocaches and enjoy the area at their leisure.

In the two weeks since this year's event, it looks like there have been at least 20 additional geocachers who have come out to the area to find the new geocaches and earn one of the remaining coin sets. This trend follows last year's post-event visitor head count, where well over 100 additional geocacher groups

made destination visits to the peninsula to find last year's new geocaches or included geocaching in their planned activities during their visit here between September 2015 and August 2016. Most of these visitors follow the same pattern as event weekend guests -- coming from Portland, Salem, Seattle, Spokane and other areas which have required them to include at least one night's stay here to find all 40 geocaches and return home with their collectible treasure.

It's been a real joy for me to be able to share this beautiful area with so many friends and fellow geocachers. In the two years I've lived here, I've discovered so many places of historic significance through my research and interaction with people in the community that I've been able to share through the power of geocaching. The support of the community has been invaluable, too -- from City Hall, the LBMA, the Port and local businesses who have offered discounts, use of facilities and other benefits which have made my volunteer "job" a lot easier.

One comment I've heard over and over from guests who have attended the geocaching events I've hosted here the past two years is that this area is a place they had always intended to visit (many who have lived in Washington for most or all of their lives), but had never found time or reason to visit this relatively remote location. All who have come out here for the geocaches have been thrilled to discover what a special area this is, with so much that geocachers hold dear -- a wealth of outdoor activities, majestic scenery, pristine beaches and forests, fascinating maritime history, great restaurants and hotels -- and have gone home to tell their families and friends.

In fact, my first visit to the peninsula was nearly 15 years ago, while I was living in the Bellingham area. I came down for a geocaching weekend camping trip, and still recall one memorable late afternoon during my visit here. I had found a small geocache at the end of a vacated street in Oysterville, Clay Street, which was hidden under an old driftwood bench overlooking Willapa Bay. After signing the cache's logbook, I sat and watched the moon rise over the hills, the geese flying overhead and my golden retriever snugged against my leg as darkness began to fall. I thought to myself at that time what a special place this would be to live, and two years ago that dream came true for me. While not everyone who visits here is fortunate enough to later be able to call this area home, it certainly is a place where memories are made. I have been so blessed by my move to the area, and it's been my pleasure to share those blessings with this community as well as those in the greater geocaching community.

Laurie Freeman Long Beach

#### LBPVB -Monthly Destination Marketing Report Sept. 2016

**Web** Traffic: Visits -31,841 Unique Visitors – 23,441. 65.1% new visitors. Total hits – 89,496 New blogs – 5 Member referrals in Aug. – 11,937

#### Social Media:

**Facebook:** \* 10,546 likes as of 10-1-16. Monthly reach over 100,000. Increase of 301 in Sept. 10<sup>th</sup> consecutive month of 100+ growth. 5<sup>th</sup> month of 200+ growth.

Top posts in Sept.:

- 1. "Big news: The first #LongBeachWA razor clam dig ..." (104,743 reached)
- 2. "The good news keeps getting better .... (clamming)" (12,253 reached)
- 3. "About 900 vintage automobiles will be on display ..." (6,118 reached)
- 4. "Cranberry harvest kicked off ..." (5,989 reached)
- 5. "Reserve your seat today for the North Jetty-Shelburne ..." (5,783 reached)

Twitter: \* 1036 followers as of 9-30-16 Total impression in Aug. 22,500

**Instagram:** \* 718 followers as of 9-30-16

#### <u>Consumer Direct E-Newsletter</u> Aug enews delivered to 14,394

http://myemail.constantcontact.com/Autumn-is-wild-mushroom-season-on-the-Long-Beach-Peninsula.html?soid=1115090527827&aid=DoKtPNa1WQI Open rate of 20.3% Click-through rate of 11%. Click rate topped the industry average. Open rate is higher than April-July

Enews sent for Blues & Seafood to over 200 recipients had nearly 50% open rate.

#### **Public Relations**

Earned Media: Portland Monthly, The Columbian, The Tacoma News Tribune, Tripadvisor.com, UK Daily Mail, The News – Tribune, Salem Statesman Journal, Voice of the Valley, Seattle Times, Valley Bugler, Peninsula Daily News, Daily News-Tribune, KATU2, Redlands Daily Facts, AWACC enews, Experience WA enews, KGW, Q13, KNKX, The Daily News, Kitsap Sun, Thebuzz.com, MobileRVing.com x4, Freshwater News, DustinCantrellphotoblog.com, The Columbian, Seattle Times, Counterpunch.com, Northwest Travel & Life, Seattle Met, Tripster.com, KGW, KXL, Table Talk Northwest, Capital Press, CanoeKayak.com, Peninsula Daily News x 2, The Daily News, The North Coast News, Wahkiakum County Eagle, WDFG, Real Food Traveler, The Olympian, The Register-Guard, Newstalk KBKW, The Washington Times, The Daily World, KXRO, Original Fare on PBS, Sally Lee's Beach Living, Outdoors NW enews, The News Tribune, KUOW, KOIN6, Flying, KING, SeattlePI.com, Washington Times, Sunset Magazine, Oregon Coast, King5, The Daily World, UW Today, Seattle Magazine, NWCN.

Press Visits: Megan Hill, Noah Forbes, Debbie Miller Pond

<u>Visitors Center</u> – 2993 visitors in Sept. This is just slightly above Sept. of 2015 and the third highest count ever for Sept. Year to date slightly lower than 2015 at 22,410. This year is third highest ever ytd.

Satellite visitors center in Chinook School Events Center slated to open mid-Oct.

<u>Collateral Production and Distribution</u> - over 3,226 pieces signature print collateral distributed. Projects pending: finalizing date and information for 2017 Annual Event Calendar, revised Discovery Maps in 5<sup>th</sup> round of review/edits.

#### **Tourism Metrics**

Lodging tax collections reported for unincorporated Pacific County through Sept. are up 7% over 2015. Collections reported for the month of Sept. 2016 were down 1% from same month in 2016.

Lodging tax collections reported for the City of Long Beach through Sept. are up 7% over 2015. Lodging tax collections reported for Sept. for the City of Long Beach were 21% higher than same month in 2015.

Sales taxes for City of Long Beach through Aug. are up 4% over 2015 and highest ytd ever.

City of Ilwaco lodging tax collections through Aug. are down 7% from 2015.

<u>Research and Development:</u> Met with summer intern Kelly Forsyth to develop and review consumer survery for all area run/race participants. Prepared and submitted grant request for furniture, fixtures and equipment for satellite visitors center.

<u>Membership:</u> Currently 308 members. Finalizing listing information for 2017 Beach Visitors Guide.

#### Industry partnership/promotion/advocacy:

Participated in International Tourism Workshop hosted by Port of Seattle, met with 10 international tour operators and networking with 15 WA industry partners. 9-19-16

Hosted representative of Tourmappers North America, an international receptive tour operator (travel broker) for familiarity tour and meetings with local hoteliers. 9-22-16

Hosted key account representative Brian Robinson (and wife Lucinda) from Core Communications in London. Core Communications is the PR firm representing the Port of Seattle and Visit Seattle in the UK market. 9-27-16

Washington Tourism Alliance board meeting 9-15-16

October 8, 2016

The Honorable Jerry Phillips Mayor of Long Beach PO Box 310 115 Bolstad Ave. West Long Beach, WA 98631

Dear Mayor Phillips,

I am writing to thank you, your City Administrator, David Glasson and your entire staff for your assistance in the promotion of our annual Oktoberfest Party we hold in our parking lot annually on the third Saturday of September. Specifically, you allowed the use of the two new banner poles across the highway near Pioneer Market, plus installed our highway banner for us. We have held this "end of summer" party for four years, losing money on the event every year, but having a good time doing it. The band is from Portland (our son-in-law is the bass trombone player) and has a repertoire of over three hours of German band music. We serve beer from North Jetty Brewery across the street and great bratwurst sausages made by friends in Leavenworth, WA.

The "highway banner" was purchased by us to let as many of the local residents know about the event as possible. Unfortunately, we didn't realize that we couldn't attach it to the PUD poles across the highway in front of us. Your assistance provided the kind of advertising exposure we needed to make this type of event work and helped make our little "end of summer" party the talk of the town. And we would of turned a profit on the event if it hadn't rained.

Here's hoping we can do this again next year... And it doesn't rain.

Sincerely yours,

Blaine Walker

42nd Street Cafe & Bistro